

NOTICE TO BIDDERS

The City of O'Fallon, St. Clair County, Illinois, will receive sealed bids for **2023 PAVEMENT MARKING PROGRAM** until **8:30 a.m. on February 22, 2023**, at the office of the City Clerk in the City Hall, in the City of O'Fallon, Illinois. **All bids will be publicly opened and read aloud at 8:30 a.m. February 22, 2023. The sealed bids must be delivered to the City Clerk before 8:30 a.m., during regular business hours.** The Contract Documents, including Plans and Specifications, are on file at the office of the Department of Public Works (City Engineer) of the City of O'Fallon at 255 South Lincoln Avenue, O'Fallon, Illinois, 62269.

The proposed work consists of re-painting pavement markings on various city streets where markings presently exist. No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. All work shall be performed in accordance with the IDOT Standard Specifications for Road and Bridge Construction, edition in effect at the time of the bid.

Each Bidder must deposit with his bid, security in the amount of not less than five percent (5%) of the Bidder's total bid price, such security being an acceptable bid bond, certified check, or cashier's check. The successful Bidder will be required to furnish a satisfactory Performance Bond in the full amount of the bid.

No Bidder may withdraw his bid for a period of thirty (30) days after the actual date of the opening thereof. The City of O'Fallon, Illinois, reserves the right to reject any or all bids and to waive any informalities or technicalities in the bidding.

CITY OF O'FALLON, ILLINOIS

By: Jerry Mouser, City Clerk

SPECIAL PROVISIONS

2023 PAVEMENT STRIPING

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", latest edition in effect on the date of the invitation for bids, as adopted by the Department of Transportation, of the State of Illinois, and the Supplemental Specifications and Recurring Special Provisions adopted therewith, and the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" latest edition in effect on the date of the invitation for bids, shall apply to and govern the construction of the above designated project. In case of conflict with any part, or parts, of said specifications, these special provisions shall take precedence over the IDOT specifications and IDOT special provisions. All references to IDOT & Engineering in the "Standard Specifications for Road and Bridge Construction shall be replaced by the City of O'Fallon and City Engineer.

DESCRIPTION OF WORK: The proposed work consists of furnishing all labor, equipment and materials to complete pavement striping at the locations shown on the drawings.

GENERAL: The contractor shall furnish all labor, materials and equipment to complete pavement striping and other requested items listed herein, together with other items of work incidental thereto, as specified herein and in Section 780 of the IDOT Standard Specifications for Road and Bridge Construction.

INSURANCE REQUIREMENTS: Insurance requirements shall be as per IDOT Standard Specifications for Road and Bridge Constructions, detailed in Section 107, with the following additions:

- a) Contractor's general liability carrier shall issue a separate Protective Liability Policy covering OWNER (City of O'Fallon, Illinois, its elected and appointed officials, officers, agents and employees, individually and collectively) as additional insured.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in the accomplishment of this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates.**

The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.

EXAMINATION OF SITE: All Bidders shall visit the project site prior to the bid letting date to determine such details of construction necessary to fully complete the project.

GUARANTEE: The Contractor shall guarantee all work furnished in the construction of the project to be free from defect resulting from faulty material or workmanship for a period of one year from the date of final acceptance and final payment of the project.

SAFETY AND PROTECTION: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- All employees on the Work and other persons and organizations who may be affected thereby;
- All the Work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- Other property at the site adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons and property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the work may affect them and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts either of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City of O'Fallon or anyone employed therein or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and the City of O'Fallon has issued a notice to the Contractor that the work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent, unless otherwise designated in writing by the Contractor to the City of O'Fallon.

In emergencies affecting the safety or protection of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the City of O'Fallon, is obligated to act to prevent threatened damage, injury or loss. The

Contractor shall give the City of O'Fallon prompt, written notice if the Contractor believes that any significant changes in the work or variations from the contract documents have been caused thereby. If the City of O'Fallon determines that a change in the contract documents is required because of the action taken in response to an emergency, a work directive change or change order will be issued to document the consequences of the changes or variations.

PERMITTING: Prior to beginning the work, the Contractor must obtain all necessary permits from the City of O'Fallon and all other agencies.

INDEMNIFICATION: To the fullest extent permitted by laws and regulations the Contractor shall indemnify and hold harmless the City of O'Fallon, their agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of the City of O'Fallon's architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by laws and regulations regardless of the negligence of any such party.

In any and all claims against the City of O'Fallon or any of their consultants, agents, or employees by any employee of the Contractor, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable, the indemnification obligation stated above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the City of O'Fallon or their consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

The Contractor will be required to obtain protective liability insurance that includes the terms of these indemnity provisions and name the City of O'Fallon as additional insured.

PROJECT COORDINATION & ADMINISTRATION: A mandatory pre-construction meeting shall be scheduled within one week of contract ratification between the Contractor and the City. All work will be scheduled through the City Project Engineer / Manager. The contractor must present a preliminary work schedule at the pre-construction meeting.

Weekly progress meetings shall be held either on site or at the Department of Public Works in City Hall.

PAYMENT TERMS: All invoices submitted for payment shall be paid **Net 30**. To further assure timely completion of the work, restoration, and clean-up of the project site, 10% of the payment due to the Contractor shall be retained until the project is successfully completed and all punch list items are adequately addressed.

COMPLETION DATE: All work on the project, including final inspection of punch list items shall be completed by **August 11, 2023**. Otherwise, liquidated damages will apply as specified in Article 108.09 of the IDOT Standard Specifications for Road and Bridge Construction. Since this is a completion date project, no time extensions will be given due to poor weather conditions.

NOTE: The allotted time in the contract is sufficient to complete the entire project. Therefore, no additional time will be allotted.

QUANTITIES: All quantities identified in this bid package have been estimated by the City of O'Fallon. It is the Contractor's responsibility to verify all quantities to ensure completeness and accuracy of bid. Contractor shall note any corrections / changes to the quantities schedule in final bid package.

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES: It is the Contractor's responsibility to determine the existence and location of all underground facilities, structures and utilities and to protect them from damage during construction and disconnection.

PROTECTION OF EXISTING FACILITIES: The Contractor shall maintain and protect all existing facilities, both on-site and off-site, including but not limited to utilities, roadways, landscaping, lawns and buildings which are not scheduled for removal or replacement under this project. The Contractor shall provide any required sheeting, shoring, covering or other means and methods to protect existing facilities. The Contractor shall bear all costs and make all arrangements to repair or replace, any existing facility, both on-site and off-site, damaged as a result of construction, which is not scheduled for removal or replacement as part of this project.

ALTERED QUANTITIES: The City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid. The Contractor shall accept, as payment in full, payment at the original contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increase or expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment, which was not used.

ADDITIONS TO CONTRACT: Unit prices in this contract may be used to negotiate a Change Order for additional work involving similar projects or areas. All additions will be agreed upon in writing between the City and the Contractor.

CLEANING UP: The Contractor shall always be cognizant that he may be working on or adjacent to residential property. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not “stockpile” any material on the jobsite and all excavated materials shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

After completion of the Work the Contractor shall remove all remaining waste material and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work “broomclean.” Specifically the contractor shall use a mechanical sweeping device (street sweeper, hydraulically operated brushes) to clean the project site.

Before final acceptance of each phase, the contractor shall restore to same or better condition than property was before initiation of work on all property, both public and private, which may have been damaged on account of prosecution of the work, and shall leave the project site neat and presentable. All areas beyond the limits of construction which have been damaged by the contractor’s operations shall be restored by the contractor at the contractor’s expense as directed by the Public Works Director or designee.

DISPOSAL OF MATERIALS: All materials for disposal shall be removed from the site and properly disposed of by the Contractor. The cost for doing this work shall be included in the bid prices and no additional compensation will be allowed. Site cleaning shall be completed at the end of each week.

HYDRANT METER: The Contractor shall obtain a hydrant meter from the Public Works Department at City Hall should the Contractor intend on using water from a fire hydrant within the City of O’Fallon water system. The meter and usage of water will be at no cost to the Contractor such that all usage is related to the aforementioned project. If the Contractor is found obtaining water from a hydrant without use of a City issued hydrant meter, a \$1,000 penalty will be deducted from the Contractor’s payment for each violation of this policy.

EQUIPMENT AND MATERIAL STORAGE: The Contractor is responsible for securing his own project storage site which shall not be located on City right-of-way without prior written consent of the Director of Public Works or designee.

TRAFFIC CONTROL AND PROTECTION: The contractor shall protect both vehicular and pedestrian traffic from any and all excavations or other hazards arising out of the

performance of this work. This includes protective fencing, barricades, flaggers, moving operation vehicles and signing as necessary. All barricades and signs shall be in compliance with the Manual on Uniform Traffic Control Devices and shall be erected and utilized in accordance with standard IDOT Policy and IDOT Highway Standards.

PAVEMENT MARKING: The pavement shall be marked as detailed on the plans and in accordance with Section 780 of the Standard Specifications. All lines shall utilize **POLYUREA** as specified in Article 780.11 of the Standard Specifications. The markings shall match the existing markings on the roadway.

Payment shall be made according based on the total length of the segment required to be painted and calculated at bid price. .

The work for this project consists of repainting existing pavement markings in the same manner as they currently exist, but some changes may be directed by the City project manager and have been included in the bid sheet.

GENERAL NOTES: Mobilization is to be considered incidental to this project and included in the unit prices.

Striping Schedule												
Road	Solid White 4" Lane Line	Solid Yellow 4" Lane Line	White 4" Skip Dash	Yellow 4" Skip Dash	Solid Double Yellow 4"	Solid White 8"	Solid Yellow 12" Diagonal	Solid White 12"	Solid White 24"	Through Arrow	Left or Right arrow	2 Arrow Combination
Central Park	667	14786	346	3700	2720	937	313	286	59	11.5	546	104
Green Mount	1185	444	1774	100	674	221		822	259	34.5	49.5	52
Regency Park	426	12240		3060	417	595		338	96	34.5	405.6	52
TOTALS	2278	27470	2120	6860	3811	1753	313	1446	414	80.5	1001.1	208

NOTE: Green Mount Road has a 4" yellow line along the median islands that will not be re-striped and is not included in the quantities.

PROPOSAL

2023 PAVEMENT STRIPING

O'FALLON, ILLINOIS

To: The Mayor and City Council
City of O'Fallon, Illinois

The undersigned, having familiarized (himself) (itself) (themselves) with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice to Bidders, General Conditions, Special Provisions, Specifications for Workmanship and Materials, Proposal, Form of Contract, Form of Bonds, etc., and with the plans and addenda on file in the Office of the City Clerk of the City of O'Fallon, Illinois, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all work required in connection with the construction of **2023 PAVEMENT STRIPING** for the City of O'Fallon, Illinois, all in accordance with the Plans and Specifications, including:

<u>ADDENDA NUMBER</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

issued thereto and acknowledged herein, for the unit prices given in the following **SCHEDULE OF QUANTITIES AND BID UNIT PRICES:**

PROPOSAL

2023 PAVEMENT STRIPING

SCHEDULE OF QUANTITIES AND BID UNIT PRICES

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	POLYUREA LINE, 4"	42540	L.F.	_____	_____
2	POLYUREA LINE, 8"	1753	L.F.	_____	_____
3	POLYUREA LINE, 12"	1759	L.F.	_____	_____
4	POLYUREA LINE, 24"	414	L.F.	_____	_____
5	POLYUREA LETTERS AND SYMBOLS	1290	S.F.	_____	_____
				TOTAL BID	_____

All quantities are approximate and shall be verified by the contractor prior to their bid. Any adjustments to quantities shall be considered incidental to the contract and measured at the listed unit prices.

PROPOSAL

If awarded this contract, the undersigned agrees to commence work within fifteen (15) days after award of the contract, and to complete the work including final inspection of punch list items **by August 11, 2023**

Accompanying this proposal is a (certified check), (cashier's check), (bid bond), in the amount of _____ dollars (\$_____), payable to the City of O'Fallon, Illinois, which it is agreed will be forfeited to the City, if the undersigned fails to execute the contract.

BIDDER - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

BY:

TITLE

DATE

PROPOSAL

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and their authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, nor with any public officer of the CITY OF O'FALLON whereby such affiant or affiants, or either of them, has paid or is to pay to such other bidder or public officer any sum of money; nor has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants; or either of them, has not, directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the Contract sought for by the attached bids; nor any inducement of any form or character, other than that which appears upon the face of the bid, will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the Contract; nor has this bidder entered into any agreement or understanding of any kind whatsoever, with any person, in any way or manner, for any of the proceeds of the contract sought by this bid.

BIDDER - COMPANY NAME BY: _____

ADDRESS TITLE DATE

CITY / STATE / ZIP

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires: _____
NOTARY PUBLIC

NOTE: Bidders should not add any conditions or qualifying statements to this bid, as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

PROPOSAL

BID BOND

WE, _____, as
PRINCIPAL, and _____,
as SURETY with authority to do business in Illinois, are held and firmly bound unto the
CITY OF O'FALLON, Illinois, in the penal sum of Five Percent (5%) of the total bid price
lawful money of the United States. We bind ourselves jointly and severally, and our joint
and several heirs, executors, administrators, successors and assigns, firmly by these
presents, this _____ day of _____, 2023, to pay to the CITY OF
O'FALLON this sum under the conditions of this instrument.

WHEREAS the condition of the foregoing obligation is such that, the said
PRINCIPAL is submitting a written proposal to the CITY OF O'FALLON for the **2023
PAVEMENT STRIPING.**

THEREFORE, if the proposal is accepted and a contract awarded to the PRINCIPAL
by the CITY OF O'FALLON for the aforementioned improvement, and the PRINCIPAL shall
within ten (10) days after receipt of the notice of award enter into a formal contract and
furnish evidence of the required insurance coverage, all as required by the project
specifications, then this obligation shall become void; otherwise it shall remain in full force
and effect.

IN THE EVENT the CITY OF O'FALLON determines that the PRINCIPAL has failed
to enter into a formal contract in compliance with any requirements set forth in the
preceding paragraph, then the CITY OF O'FALLON shall immediately be entitled to recover
the full penal sum set out above, together with all court costs, all attorney fees and any
other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this _____ day of _____, 2023.

(SEAL) PRINCIPAL

PRINCIPAL - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

ATTEST: _____

BY: _____

TITLE

DATE

TITLE

DATE

(SEAL) SURETY

SURETY - COMPANY NAME

BY:

ATTORNEY-IN-FACT

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires: _____

NOTARY PUBLIC

CONTRACT

INSTRUCTIONS FOR EXECUTING CONTRACTS

If the Contract is signed by the secretary of the corporation, the following certificate should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary, or assistant secretary, under the corporate seal to be true copies.

The full name and business address of the Contractor should be inserted, and the Contract be signed with his official signature. Please have the name of the signing party or parties typewritten, or printed, under all signatures to the Contract.

If the Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is NOT signed by all partners, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's (signers') authority to sign such Contract for-and-in-behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by one other than the Contractor, there should be attached to the Contract a duly authenticated power-of-attorney evidencing the signer's authority to execute such Contract for-and-in-behalf of the Contractor.

If the Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the Secretary of the Corporation, _____, and that _____ who signed the foregoing Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed for and in-behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

CONTRACT

2023 PAVEMENT STRIPING

THIS CONTRACT, made the _____ day of _____, 20__, by and between _____, hereinafter called the "Contractor", and the City of O'Fallon hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed, and shall provide and furnish at his sole cost and expense all the labor, tools, materials (except as otherwise specified), expendable equipment, transportation services, bonds, and insurance required for **2023 PAVEMENT STRIPING** all in strict accordance with the Contract Documents, including any and all addenda, prepared by the City of O'Fallon, in these Contract Documents referred to, as Owner, which Plans and Specifications, and other Contract Documents, are hereby made a part of this Contract; and the Contractor shall do everything required by this Contract and the other Documents constituting a part hereof.

THE CONTRACT PRICE: The Owner shall pay the Contractor for the performance of the work complete in place, the accepted price submitted by the Contractor pursuant to the "Notice to Bidders", the Owner having accepted the Contractor's proposal as the lowest and best bid. The accepted price shall be set out on the proposal sheets bound in this Specification Document, which proposal sheets are hereby, by reference, made as much a part of this Contract as if repeated verbatim herein.

TIME OF COMPLETION: The Contractor agrees to commence the work to be performed under this Contract within fifteen (15) days after execution of the Contractual Documents, or upon receipt of a substantial portion of materials, and to diligently prosecute the work in such a sequence and manner as to complete the work in all detail ready for continuous and successful operation **by August 11, 2023.**

In case the Contractor shall fail to complete the work or any part thereof according to the terms of this Contract, then, and in such case, the Owner reserves the right and is hereby authorized to declare this Contract forfeited and to relet the unfinished portion thereof in the manner provided by law, and such person or persons to whom such work shall have been relet shall be and are hereby authorized to complete said portion of the work without hindrance from the Contractor. And the Contractor shall be liable, in case of nonperformance of this Contract, or any part thereof, and hereby agrees to pay said Owner, as damages, all the costs, charges and expenses attending such reletting, and also

such sums or amounts as it shall cost to complete the said Contract over and above the amounts hereby agreed for the various items therefor.

COMPONENT PARTS OF THIS CONTRACT: This Contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

- 1) Notice to Bidders.
- 2) Special Provisions.
- 3) Addenda Numbers: _____, _____, _____, _____.
- 4) Construction Drawings.
- 5) Drawings and Descriptions submitted by the Contractor and approved by the City of O'Fallon.
- 6) The Contractor's Proposal.
- 7) This Contract.

CONTRACT PROVISION: The Contractor covenants and agrees to pay all damages for injury to real or personal property, or for any injury or death sustained by any person growing out of any act or deed of the Contractor, or his employees; or any of his subcontractors or their employees. The Contractor hereby agrees to indemnify and save the Owner, harmless against all suits and actions of every name and description brought against said Owner for, or on account of any such injuries to real or personal property, or injuries received, or death sustained by any person or persons, caused by said Contractor, his servants, agents, or employees, in the execution of said work; or by or in consequence of any negligence in guarding the same; or by or on account of any omission or act of the Contractor, his agents or employees; and the said Contractor further agrees that so much of the money due him under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by said Owner to protect itself against loss until such suit or claim for damages shall have been settled, and evidence to that effect shall have been furnished to the satisfaction of the said Owner.

PREVAILING WAGES: No less than the prevailing rate of wages, as determined in accordance with the Illinois Prevailing Wage Act, shall be paid to all laborers, operators, teamsters, masons, plumbers, and any workmen employed in construction on this project. **On site wage interviews may be conducted periodically to assure compliance with the prevailing wage rates.**

The Contractor shall submit payrolls electronically through the Certified Transcript of Payroll Portal located at www2.illinois.gov/idol. A confirmation receipt showing payroll has been submitted through the portal shall be submitted as proof of compliance at the time of each payment request. Payment will not be made without submittal of this documentation.

ACCEPTANCE AND FINAL PAYMENT: Upon receipt of written notice that the work is ready for final inspection and when the City of O'Fallon finds the work acceptable under the

PERFORMANCE BOND

KNOW YE ALL MEN BY THESE PRESENTS: That we, the undersigned,
_____, as PRINCIPAL, and
_____, as SURETY with
authority to do business in Illinois, are held firmly bound unto the City of O'Fallon, Illinois, in
the penal sum of _____
Dollars (\$_____) lawful money of the United States for the payment of which, well
and truly to be made, we bind ourselves jointly and severally, and our joint and several
heirs, executors, administrators and assigns, firmly by these presents, this _____
day of _____, 2023.

THE CONDITIONS OF THIS OBLIGATION are such that, the above named
PRINCIPAL did, on the _____ day of _____, 2023,
enter into a written Contract for **2023 PAVEMENT STRIPING** with the City of O'Fallon,
Illinois, in accordance with the plans and specifications approved and adopted by said City
of O'Fallon, which are made a part of this Bond. Said PRINCIPAL has promised and
agreed to perform said work in accordance with the terms of said contract, and has
promised to pay all sums of money due for any labor, materials apparatus, fixtures or
machinery furnished to such PRINCIPAL for performing such work and has further agreed
to pay all direct and indirect damages to any person, firm, company or corporation suffered
or sustained on account of the performance of such work during the time thereof and until
such work is completed and accepted.

NOW THEREFORE, if the above names and bounden shall well and faithfully do
and perform the work of said Contract in all respects according to the time, terms and
conditions specified in said Contract and in accordance with all requirements of law, and
shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said
work, including labor, service and materials furnished then this obligation shall be void;
otherwise to remain in full force, virtue and effect.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals this _____
day of _____, 2023.

(SEAL) PRINCIPAL

PRINCIPAL - COMPANY NAME

ADDRESS

CITY / STATE / ZIP

BY: _____

ATTEST: _____

TITLE DATE

TITLE DATE

(SEAL) SURETY

SURETY - COMPANY NAME

BY:

ATTORNEY-IN-FACT

Subscribed and sworn to before me this _____ day of _____, 2023.

My commission expires: _____
NOTARY PUBLIC

Approved this _____ day of _____, 2023.

CITY OF O'FALLON, ILLINOIS
255 SOUTH LINCOLN AVENUE
O'FALLON, ILLINOIS 62269

BY:

HERB ROACH, MAYOR

DATE

ATTEST:

JERY MOUSER, CITY CLERK

DATE

THE SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS ACT, PUBLIC ACT 95-0635

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees. And that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or Print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or Print)

Authorized Representative

Signature of